

AGREEMENT BETWEEN SAN FRANCISCO UNIFIED SCHOOL DISTRICT

AND

JERRY JACOB

This Agreement is dated for convenience as of July 1, 1994 and is entered into between Jerry Jacob (hereinafter "Consultant") and the San Francisco Unified School District (hereinafter District).

RECITALS

WHEREAS, The consultant has experience and expertise in public radio broadcasting.

WHEREAS, The District desires that the consultant render professional services in connection with the management of KALW Radio Station, and related communications services as the Superintendent deems appropriate; and

WHEREAS, Consultant represent itself able and, for a consideration, willing to perform the services required by the District;

NOW, THEREFORE, for and in consideration of the promises hereinafter contained, the parties agree as follows:

1. AVAILABILITY OF FUNDS AND BUDGET AND FISCAL PROVISION AND TERMINATION IN THE EVENT OF NON-APPROPRIATION

- a. This agreement is subject to the budget and fiscal provisions of the District.
- b. The amount of the District's obligation hereunder shall not at any time exceed the amount herein stated.
- c. This agreement shall terminate without penalty at the end of any fiscal year in the event funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- d. This section controls against any and all other provisions of this Agreement.

2. TERM OF THE AGREEMENT

The agreement shall become effective beginning July 1, 1994 and shall terminate on or before June 30, 1995.

Exhibit T, page 20 of 29

3. SERVICES CONSULTANT AGREES TO PERFORM

The Consultant will serve in the capacity of General Manager, supervising staff over the day to day operations of the radio station. The consultant will also provide the Superintendent with general communications related advice as requested.

4. COMPENSATION

The Consultant shall be paid at the rate of \$6,250 per month including expenses which shall not exceed \$2,000.00. Payments shall be made in a reasonable time upon approval that services have been rendered as set forth in Section 3 of this agreement. The amount of money to be paid to the Consultant shall not exceed \$75,000.00. (See section 5 below). If the scope of work described herein is increased, the contract amount may also be increased provided that there is prior written modification to the contract and a Board Resolution authorizing said increases. It shall be the responsibility of the Consultant to ensure that the total approved amount of the contract is not exceeded. Any work performed in excess of said amount shall not be compensated.

5. HEALTH INSURANCE REIMBURSEMENT

The Consultant shall be reimbursed for health and dental insurance up to \$2,000.00 (two thousand dollars) per year, upon providing the District with proof of payment.

6. TERMINATION

a. It is expressly understood and agreed that in the event the Consultant or the District fails to perform its obligations under this Agreement, this Agreement shall be terminated and all the Consultant's District's rights hereunder ended. Termination shall be upon ten (10) days written notice to the defaulting party, in which no work will be undertaken after the date of receipt of the notice. In the event this Agreement is terminated by the District pursuant to this paragraph, the consultant shall be paid for services performed up to the date of the termination.

b. It is further understood and agreed that the District may terminate this agreement for the District's convenience and without cause at any time by giving the Consultant thirty (30) days written notice of such termination. In such an instance, the Consultant shall be entitled to compensation for services performed up to the effective date of termination.

c. Upon receipt of written notice that this Agreement is terminated, the Consultant will submit an invoice to the District for an amount which represents the value of services actually performed to the date of termination for which the Consultant has not previously been compensated and as per paragraph 4 above. Upon approval and payment of this invoice by the District, the District shall be under no further obligation to the consultant monetarily or otherwise.

7. INDEPENDENT CONTRACTOR

The Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which he performs the service required of him under the terms of this Agreement. The Consultant shall be liable for any act or acts of his own, or his agents or employees, and nothing contained herein shall be construed as creating the relationship of employer and employee between the District and the Consultant or their agents and employees. The Consultant shall also complete and file with the District the attached W-9 form.

8. MODIFICATION OF AGREEMENT

This Agreement may be amended by the parties in writing by mutual consent. Changes, including any increase or decrease in the amount of the Consultant's compensation, shall only be effective upon the execution of a duly authorized written amendment to this Agreement.

9. SUBCONTRACTING

The Consultant is prohibited from subcontracting this Agreement or services unless such subcontracting is agreed to in writing and executed in the same manner as this Agreement. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any party and shall be void.

10. ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION

Should any question arise as to the meaning and intent of the Agreement, the matter shall, prior to any action or resort to any other legal remedy, be referred to the Superintendent, who shall decide the true meaning and intent of the Agreement.

Exhibit T, page 22 of 29

11. BANKRUPTCY

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at option of the other party, this Agreement shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

12. CONSULTANT'S DEFAULT

Failure or refusal of the Consultant to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to the District, this contract may be terminated by the District pursuant to the terms of Section 5a herein. Such termination shall not waive any other legal remedies available to the District.

13. CONFLICT OF INTEREST

Consultant states that it is familiar with provision of Section 87100 et. seq. of the Government Code of the State of California, and certified that it does not know of any facts which constitute a violation of said section.

14. SEVER ABILITY

If any term or provision of this contract shall be found illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

15. AGREEMENT MADE IN CALIFORNIA

This Agreement shall be deemed to be made in, and shall be construed in accordance with, the laws of the State of California.

16. INDEMNIFICATION

The Consultant shall defend, indemnify and hold harmless the District, its Board, officers and employees of the District from any kind of loss whatsoever to all persons, corporations, and partnerships

including but not limited to employees of the Consultant and heirs of employees of the Consultant and employees and heirs of employees of the District arising out of and in the course of the performance of this Agreement. This liability shall not lie in instance where the damages are caused by the sole negligence or intentional tort of the District or its employees.

17. INSURANCE

A. The Consultant shall procure and maintain during the term of this agreement the following insurance:

a. Comprehensive or Business Automobile Liability Insurance with limits not less than \$300,000.00 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for Owned, Non-owned and Hired Vehicles, as applicable.

B. The Comprehensive Automobile Liability Insurance shall be endorsed to provide the following:

a. Name as additional insureds the San Francisco Unified School District, its Board, officers and employees.

b. That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and that insurances applies separately to each insured against whom claim is made or suit is brought.

C. Certificate of Insurance for the above shall provide thirty (30) days advance written notice to the District of cancellation, non-renewal or reduction in coverage of any of the above insurance's.

18. PROPRIETARY INFORMATION OF DISTRICT

The Consultant understands and agrees that, in the performance of the work of services under this Agreement or in contemplation thereof, the Consultant may have access to private or confidential information which may be owned or controlled by the District and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District. The Consultant agrees that all information disclosed by the District to the Consultant shall be held in

Exhibit T, page 24 of 29

confidence and used only in performance of the Agreement. The Consultant shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

19. NOTICES TO THE PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered as follows:

TO THE DISTRICT:

San Francisco Unified School District
Robert F. Golton, Associate Superintendent
135 Van Ness Avenue, Room 215
San Francisco, CA 94102

TO THE CONSULTANT:

Jerry Jacob
[REDACTED]
[REDACTED]

20. WAIVER

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

21. ASSIGNMENT

It is understood and agreed that the services to be performed by the Contractor are personal in character and neither this agreement nor any duties or obligations hereunder shall be assigned or delegated by the Consultant without the prior consent of the District.

22. OWNERSHIP OF THE RESULTS

Any interest of the Consultant in studies, reports, memoranda, computation sheets or other documents prepared by the Consultant in connection with services to be performed under this Agreement shall become the property of and will be transmitted to the District. However, the Consultant may retain and use copies for reference and as documentation of its experience and capabilities.

23. AUDIT AND INSPECTION OF RECORDS

Exhibit T, page 25 of 29

The Consultant agrees to maintain and make available to the District accurate books and accounting records relative to its activities under this Agreement. The Consultant will permit the District to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Consultant shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under this Agreement or until after final audit has been resolved, whichever is later.

9C

24. SECTION HEADINGS

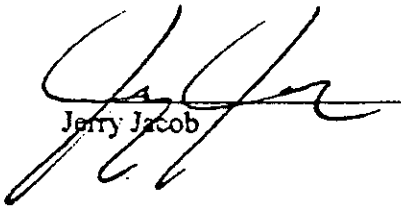
The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

25. ENTIRE AGREEMENT

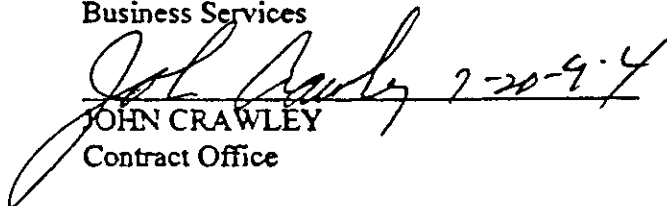
All of the Agreement between the parties is included herein and no warranties, expressed or implied, representations, promises, or statements have been made by either party unless endorsed herein in writing, and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the year and date first above written.

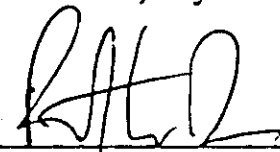
SAN FRANCISCO UNIFIED SCHOOL DISTRICT

 7/20/88
Jerry Jacob

ROBERT GOLTON
Associate Superintendent
Business Services

 7-20-94
JOHN CRAWLEY
Contract Office

APPROVED AS TO FORM:
LOUISE H. RENNE, City Attorney

BY:  _____
Deputy City Attorney

MODIFICATION TO CONTRACT

This Modification to Contract is entered into this October 13, 1994 by and between San Francisco Unified School District and Jerry Jacob.

Whereas, the parties entered into a contract dated July 1, 1994 whereby Jerry Jacob would provide professional services as manager for KALW Radio Station.

Whereas, the parties now desire to increase the amount of compensation, and adjust the budget accordingly;

NOW, THEREFORE, be it agreed between the parties as follows:

1. The contract dated July 1, 1994 in the amount of \$75,000.00 is hereby modified as follows:

A. Paragraph 4. COMPENSATION is eliminated in its entirety and replaced with the following;

4. COMPENSATION

The Consultant shall be paid at the rate of \$301.20 for 62.25 days (July 1, 1994 through September 30, 1994) and \$325.30 per day for the remaining 186.75 days (October 1, 1994 through June 30, 1995), plus expenses not to exceed a total of \$2,000.00 from July 1, 1994 - June 30, 1995. Requests for compensation shall be monthly, complete with a breakdown of charges and receipts as applicable. Payments shall be made in a reasonable time upon approval that services have been rendered as set forth in Section 3 of this Agreement. The amount of money to be paid to the Consultant under this contract shall not exceed \$81,500.00. If the scope of work described herein is increased, the contract amount may also be increased provided that there is prior written modification to the contract and a Board Resolution authorizing said increases.

It shall be the responsibility of the Consultant to ensure that the total approved amount of the contract is not exceeded. Any work performed in excess of said amount shall not be compensated.

Exhibit T, page 28 of 29 108

2. In all other respects the Contract dated July 1, 1994 shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Modification to Contract the
ear and date first above written.


SAN FRANCISCO UNIFIED SCHOOL

DISTRICT


JERRY JACOB

10/13/94

ROBERT F. GOLTON
Associate Superintendent
Business Services


JOHN CRAWLEY
Contract Office

10/14/94

APPROVED AS TO FORM:
LOUISE H. RENNE, CITY ATTORNEY

By: 

Deputy City Attorney

Exhibit T, page 29 of 29

AGREEMENT BETWEEN SAN FRANCISCO UNIFIED SCHOOL DISTRICT

AND

Rose Levinson

This Agreement is dated for convenience as of July 1, 199⁴ and is entered into between Rose Levinson (hereinafter "Consultant") and the San Francisco Unified School District (hereinafter District).

RECITALS

WHEREAS, The consultant has experience and expertise in the Public Radio and resource development for non-profit agencies,

WHEREAS, The District desires that the consultant render professional services in connection with Radio Station KALW and it's "Community Partners Program."; and

WHEREAS, Consultant represent itself able and, for a consideration, willing to perform the services required by the District;

NOW, THEREFORE, for and in consideration of the promises hereinafter contained, the parties agree as follows:

1. AVAILABILITY OF FUNDS AND BUDGET AND FISCAL PROVISION AND TERMINATION IN THE EVENT OF NON-APPROPRIATION.

- a. This agreement is subject to the budget and fiscal provisions of the District.
- b. The amount of the District's obligation hereunder shall not at any time exceed the amount herein stated.
- c. The District has no obligation to renew this agreement after expiration of its term. If funds are appropriated for a portion of a fiscal year, this agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- d. This section controls against any and all other provisions of this Agreement.

2. TERM OF THE AGREEMENT

Exhibit U, page 1 of 7

The agreement shall become effective beginning 9/1/1994 and shall terminate on or before 6/30/95.

3. SERVICES CONSULTANT AGREES TO PERFORM

- a. Act as "Public Service Director or KALW Radio Station."
- b. Direct fundraising efforts for KALW "Community Partners Program."
- c. Perform other such related duties as directed by the KALW and
- d. district management.
- e. _____

4. COMPENSATION

The Consultant shall be paid at the rate of (\$_____ per hour) (\$ 150.00 per day). Requests for compensation shall be monthly, complete with a breakdown of charges and receipts as applicable. Payments shall be made in a reasonable time upon approval that services have been rendered as set forth in Section 3 of this agreement. The amount of money to be paid to the Contractor under this contract shall not exceed \$ 30,000.00. If the scope of work described herein is increased, the contract amount may also be increased provided that there is prior written modification to the contract and a Board Resolution authorizing said increases. It shall be the responsibility of the Contractor to ensure that the total approved amount of the contract is not exceeded. Any work performed in excess of said amount shall not be compensated.

5. TERMINATION

a. It is expressly understood and agreed that in the event the Consultant or the District fails to perform its obligations under this Agreement, this Agreement shall be terminated and all the Consultant's District's rights hereunder ended. Termination shall be upon ten (10) days written notice to the defaulting party, in which no work will be undertaken after the date of receipt of the notice. In the event this Agreement is terminated by the District pursuant to this paragraph, the consultant shall be paid for services performed up to the date of the termination.

b. It is further understood and agreed that the District may terminate this agreement for the District's convenience and without cause at any time by giving the Consultant thirty (30) days written notice of such termination. In such an instance, the Consultant shall be entitled to compensation for services performed up to the effective date of termination.

c. Upon receipt of written notice that this Agreement is terminated, the Consultant will submit an invoice to the District for an amount which represents the value of services actually performed to the date of termination for which the Consultant has not previously been compensated and as per paragraph 4 above. Upon approval and payment of this invoice by the District, the District shall be under no further obligation to the consultant monetarily or otherwise.

6. INDEPENDENT CONTRACTOR

The Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which he performs the service required of him under the terms of this Agreement. The Consultant shall be liable for any act or acts of his own, or his agents or employees, and nothing contained herein shall be construed as creating the relationship of employer and employee between the District and the Consultant or their agents and employees. The Consultant shall also complete and file with the District the attached W-9 form.

7. MODIFICATION OF AGREEMENT

This Agreement may be amended by the parties in writing by mutual consent. Changes, including any increase or decrease in the amount of the Consultant's compensation, shall only be effective upon the execution of a duly authorized written amendment to this Agreement.

8. SUBCONTRACTING

The Consultant is prohibited from subcontracting this Agreement or services unless such subcontracting is agreed to in writing and executed in the same manner as this Agreement. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any party and shall be void.

9. ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION

b. Government Code of the State of California, Section 87100 et. seq. Public Officials; state and local; financial interest:

No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.

13. SEVERABILITY

If any term or provision of this contract shall be found illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

14. AGREEMENT MADE IN CALIFORNIA

This Agreement shall be deemed to be made in, and shall be construed in accordance with, the laws of the State of California.

15. INDEMNIFICATION

The Consultant shall defend, indemnify and hold harmless the District, its Board, officers and employees of the District from any kind of loss whatsoever to all persons, corporations, and partnerships including but not limited to employees of the Consultant and heirs of employees of the Consultant and employees and heirs of employees of the District arising out of and in the course of the performance of this Agreement. This liability shall not lie in instance where the damages are caused by the sole negligence or intentional tort of the District or its employees.

16. INSURANCE

A. The Consultant shall procure and maintain during the term of this agreement the following insurance:

a. Comprehensive or Business Automobile Liability Insurance with limits not less than ~~\$=500,000.00~~ ^{\$300,000.00} each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Owned, Non-owned and Hired Vehicles, as applicable.

B. The Comprehensive Automobile Liability Insurance shall be endorsed to provide the following:

Exhibit U, page 4 of 7

a. Name as additional insureds the San Francisco Unified School District, its Board, officers and employees.

b. That such policy is primary insurance to any other insurance available to the additional insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

C. Certificate of Insurance for the above shall provide thirty (30) days advance written notice to the District of cancellation, non-renewal or reduction in coverage of any of the above insurance's/

17. PROPRIETARY INFORMATION OF DISTRICT

The Consultant understands and agrees that, in the performance of the work of services under this Agreement or in contemplation thereof, the Consultant may have access to private or confidential information which may be owned or controlled by the District and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District. The Consultant agrees that all information disclosed by the District to the Consultant shall be held in confidence and used only in performance of the Agreement. The Consultant shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

18. NOTICES TO THE PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered as follows:

TO THE DISTRICT: San Francisco Unified School District

TO THE CONSULTANT: Rose Levinson
825 Stannage Avenue
Albany, California 94706
415-981-2723
510-526-1322

Exhibit U, page 5 of 7

114

19. WAIVER

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

20. ASSIGNMENT

It is understood and agreed that the services to be performed by the Contractor are personal in character and neither this agreement nor any duties or obligations hereunder shall be assigned or delegated by the Consultant without the prior consent of the District.

21. OWNERSHIP OF THE RESULTS

Any interest of the Consultant in studies, reports, memoranda, computation sheets or other documents prepared by the Consultant in connection with services to be performed under this Agreement shall become the property of and will be transmitted to the District. However, the Consultant may retain and use copies for reference and as documentation of its experience and capabilities.

22. AUDIT AND INSPECTION OF RECORDS

The Consultant agrees to maintain and make available to the District accurate books and accounting records relative to its activities under this Agreement. The Consultant will permit the District to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Consultant shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under this Agreement or until after final audit has been resolved, whichever is later.

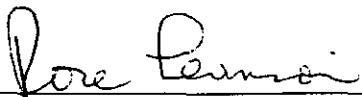
23. SECTION HEADINGS

The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

24. ENTIRE AGREEMENT

All of the Agreement between the parties is included herein and no warranties, expressed or implied, representations, promises, or statements have been made by either party unless endorsed herein in writing, and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this agreement.

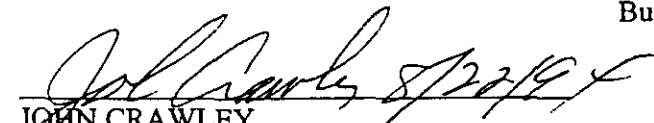
IN WITNESS WHEREOF the parties hereto have executed this Agreement the year and date first above written.



ROSE LERMAN
CONSULTANT

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

ROBERT F. GOLTON, Associate Superintendent
Business Services



JOHN CRAWLEY
Contract Office

APPROVED AS TO FORM:
LOUISE H. RENNE
City Attorney

BY: _____
Deputy City Attorney

9394Contract5

Exhibit U, page 7 of 7


SFUSD

SITE SUPPORT SERVICES

6/13/95

MEMORANDUM

TO: KALW STAFF

FROM: ENRIQUE E. PALACIOS
SPECIAL ASSISTANT
SITE SUPPORT SERVICES 

SUBJECT: NEW GENERAL MANAGER

On Friday, June 9, 1995, the San Francisco Unified School District decided not to renew Mr. Jerry Jacob's contract, due to expire on June 30, 1995.

The San Francisco Unified School District has asked Ms. Rose Levinson to take the position of General Manager for KALW. Ms. Levinson has served as a volunteer program producer at the station for over three years and as a paid consultant for one year. She is founder, director and consultant to numerous non-profit agencies, and has demonstrated ability in the areas of coalition building and fund raising. The District looks forward to working with Ms. Levinson in her new position. Ms. Levinson's duties include but are not limited to:

- Manage the daily activities and operations at the station.
- Serve as a liaison between SFUSD and KALW.
- Coordinate with SFUSD and KALW staff strategies for the development and growth of the station.
- Manage expenditures and revenues for the station.
- Supervise all personnel including volunteers at the station.
- Coordinate program development with KALW staff.
- Direct fundraising and development activities for the station.
- Serve as a liaison between KALW/SFUSD and local, state and federal agencies, not-for profit organizations and business.
- Oversee compliance requirements with local, state and federal agencies.

I would like to ask the KALW staff to support and work with Ms. Rose Levinson in her new position as the General Manager for KALW. Thank you.

cc: Waldemar Rojas
Robert Golton

Exhibit V, page 1 of 1

AGREEMENT BETWEEN SAN FRANCISCO UNIFIED SCHOOL DISTRICT

AND

Lynne Nerenbaum

This Agreement is dated for convenience May 15, 1997 and is entered into between Lynne Nerenbaum (hereinafter "Consultant") and the San Francisco Unified School District (hereinafter "District")

RECITALS

WHEREAS, The consultant has experience and expertise in the _____
marketing and administration of funds.

WHEREAS, The District desires that the consultant render professional services in connection with marketing funding for KALW

and

WHEREAS, Consultant represents itself able and, for a consideration, willing to perform the services required by the District;

NOW, THEREFORE, for and in consideration of the promises hereinafter contained, the parties agree as follows:

1. AVAILABILITY OF FUNDS AND BUDGET AND FISCAL PROVISION AND

TERMINATION IN THE EVENT OF NON-APPROPRIATION.

- a. This agreement is subject to the budget and fiscal provisions of the District
- b. The amount of the District's obligation hereunder shall not at any time exceed the amount herein stated.
- c. The District has no obligation to renew this agreement after expiration of its term. If funds are appropriated for a portion of a fiscal year, this agreement will terminate, without penalty, at the end of the term for which funds are appropriated

1 This section controls against any and all other provisions of this Agreement

2 TERM OF THE AGREEMENT

The agreement shall become effective beginning July 1 1997 and shall terminate on or before June 30 1998

3 SERVICES CONSULTANT AGREES TO PERFORM

- a Consultant will develop new sources
- b of funding for KALW's regular operations
- c and special projects among the Bay Area's
- d businesses and corporate foundations.
- e

4 COMPENSATION

The Consultant shall be paid at the rate of (\$ 17.00 per hour) (\$ _____ per day) Requests for compensation shall be monthly, complete with a breakdown of charges and receipts as applicable. Payments shall be made in a reasonable time upon approval that services have been rendered as set forth in Section 3 of this agreement. The amount of money to be paid to the Contractor under this contract shall not exceed \$ 18,000.00. If the scope of work described herein is increased, the contract amount may also be increased provided that there is a prior written modification to the contract and a Board Resolution authorizing said increases. It shall be the responsibility of the Contractor to ensure that the total approved amount of the contract is not exceeded. Any work performed in excess of said amount shall not be compensated.

5 CONTRACT AUDIT FEE

The Consultant understands and agrees that a contract audit fee of up to 5% (five percent) of the total contract amount (including, but not limited to, payments for services and expenses) may be assessed by the District on this contract. The monies collected through this fee will be used to monitor

and audit these contracts to guarantee that the promised services are provided in a timely and effective manner

The fee may be deducted from the District funds encumbered to pay Consultant at any time during or following the term of the contract and this article shall survive the termination or expiration of this agreement. If the parties later amends this agreement to increase payments to the Consultant, those increases are also subject to the 5% assessment

This audit fee shall apply only to those contracts in excess of \$2,500.00. However, if in the opinion of the District, some agreements have been split in an effort to avoid the assessment of this audit fee, the agreements shall be voidable by the District and any remaining funds encumbered for those contracts shall be subject to the 5% assessment on the total amount of all the contracts split by the parties.

6 TERMINATION

a. It is expressly understood and agreed that in the event the Consultant or the District fails to perform its obligations under this Agreement, this Agreement shall be terminated and all the Consultant's and District's rights hereunder ended. Termination shall be upon ten (10) days written notice to the defaulting party, in which no work will be undertaken after the date of receipt of the notice. In the event this Agreement is terminated by the District pursuant to this paragraph, the consultant shall be paid for services performed up to the date of the termination.

b. It is further understood and agreed that the District may terminate this agreement for the District's convenience and without cause at any time by giving the Consultant thirty (30) days written notice of such termination. In such an instance, the Consultant shall be entitled to compensation for services performed up to the effective date of termination

c. Upon receipt of written notice that this Agreement is terminated, the Consultant will submit an invoice to the District for an amount that represents the value of services actually performed to the date of termination for which the Consultant has not previously been compensated as per

paragraph 4 above. Upon approval and payment of this invoice by the District, the District shall be under no further obligation to the consultant monetarily or otherwise.

7 INDEPENDENT CONTRACTOR

The Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which he performs the service required of him under the terms of this Agreement. The Consultant shall be liable for any act or acts of his own, or his agents or employees, and nothing contained herein shall be construed as creating the relationship of employer and employee between the District and the Consultant or its agents and employees. The Consultant shall also complete and file with the District the attached W-9 form.

8 MODIFICATION OF AGREEMENT

This Agreement may be amended by the parties in writing by mutual consent. Changes, including any increase or decrease in the amount of the Consultant's compensation, shall only be effective upon the execution of a duly authorized written amendment to this Agreement.

9 SUBCONTRACTING

The Consultant is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement unless such subcontracting is agreed to in writing and executed in the same manner as this Agreement. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any party and shall be void.

10 ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION

Should any question arise as to the meaning and intent of the Agreement, the matter shall, prior to any action or resort to any other legal remedy, be referred to the Superintendent, who shall decide the true meaning and intent of the Agreement.

11 BANKRUPTCY

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a

receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at option of the other party, this Agreement shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it

12. CONSULTANT'S DEFAULT

Failure or refusal of the Consultant to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to the District, this contract may be terminated by the District pursuant to the terms of Section 5a herein. Such termination shall not waive any other legal remedies available to the District.

13. CONFLICT OF INTEREST

Consultant understands the following and certifies that it does not know of any facts that constitute a violation of California Government Code Section 87100 et. seq. which states that, "[N]o public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest."

Consultant also hereby certifies that no current Board member or employee of the San Francisco Unified School District, and no one who has been a Board member or who has been employed by the San Francisco Unified School District within the last two years, has participated in bidding, selling or promoting this contract. Furthermore, Consultant certifies that no such current or former Board member or employee will derive any compensation, directly or indirectly, from this contract. Consultant understands that any violation of this provision of the contract shall make the agreement voidable by the District.

14. SEVERABILITY

If any term or provision of this contract shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

CONSULTANT

Lynne Nerenbaum

425 - 49th Street

Oakland CA 94609

19. WAIVER

Either party's failure at any time, to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

20. ASSIGNMENT

It is understood and agreed that the services to be performed by the Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the District.

21. OWNERSHIP OF THE RESULTS

Any interest of the Consultant in studies, reports, memoranda, computation sheets or other documents prepared by the Consultant in connection with services to be performed under this Agreement shall become the property of and will be transmitted to the District. However, the Consultant may retain and use copies for reference and as documentation of its experience and capabilities.

22. AUDIT AND INSPECTION OF RECORDS

The Consultant agrees to maintain and make available to the District accurate books and accounting records relative to its activities under this Agreement. The Consultant will permit the District to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Consultant shall maintain such data and records in an accessible location and condition for a period of

three years after a final payment under this Agreement or until after final audit has been
whichever is later.

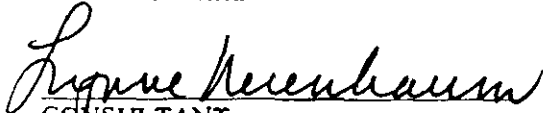
SECTION HEADINGS

The section headings contained herein are for convenience in reference and are not intended to
define the scope of any provision of this Agreement.

24 ENTIRE AGREEMENT

The entire Agreement between the parties is included herein and no warranties, expressed or
implied, representations, promises, or statements have been made by either party unless endorsed herein
in writing, and no change or waiver of any provision hereof shall be valid unless made in writing and
executed in the same manner as this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the year and date
first above written.


CONSULTANT

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

By: _____

WILLIAM F. COLEMAN, III
Chief Financial Officer

JOHN CRAWLEY
Contract Administrator

APPROVED AS TO FORM
LOUISE H. RENNE
City Attorney

BY: _____
RANDY PARENT
Deputy City Attorney

9596Contract3